

HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KEVIN J. CRANE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

URS MIDWEST, INC., a Delaware
Corporation,

Defendant.

Case No.: **2:19-cv-01407-JLR-BAT**

**ORDER GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

NOTING DATE: JUNE 25, 2021

Without Oral Argument

1 The above-titled matter came before this Court upon Plaintiff's Motion for Preliminary
2 Approval of Class Action Settlement (the "Motion"). Based upon the memoranda, exhibits, and
3 all the files and proceedings herein, the Court finds as follows:

4 1. The Court grants preliminary approval of the Parties' Settlement on the terms set
5 forth in the Settlement Agreement filed with the Motion and attached as **Exhibit 1** to the
6 Declaration of Craig J. Ackermann in support of the Motion.

7 2. The terms set forth in the Settlement Agreement appear to be fair, adequate and
8 reasonable to the Class, and the Court preliminarily approves the terms of the Settlement
9 Agreement, including terms providing for:

- 10 a. A Gross Settlement Amount¹ of \$100,000.00;
- 11 b. Payment from the Gross Settlement Amount of (i) Class Counsel attorneys'
- 12 fees, not to exceed 30% of the Gross Settlement Amount (\$30,000.00); (ii)
- 13 an award of costs to Class Counsel, not to exceed \$7,500.00; (iii) a Class
- 14 Representative Payment to the named Plaintiff, not to exceed \$5,000.00;
- 15 (iv) the Settlement Administrator's fees and expenses (\$7,500.00); and (v)
- 16 all taxes associated with the Individual Settlement Payments.
- 17 c. Allocation of the Net Settlement Amount (the Gross Settlement Amount
- 18 less the deductions provided for above) to Participating Class Members
- 19 based on their pro rata share, and the calculation and payment of Individual
- 20 Settlement Payments as provided for in paragraph 38(b) of the Settlement
- 21 Agreement.

22 3. The Court grants the Parties' request for certification of the following settlement
23 Class under Rule 23(b)(3) for the sole and limited purpose of implementing the terms of the
24

25 _____

26 ¹ Unless otherwise defined in this Order, capitalized terms have the same meaning as defined in the Settlement

27 Agreement ("S.A.").

Settlement Agreement, subject to this Court's final approval:

All individuals who (1) resided in Washington State, (2) held Washington State Commercial Driver's Licenses, (3) were employed by Defendant, (4) in the position of truck driver or any other similar position, (5) and who drove at least 1 route of at least 4 hours that was (6) paid, in whole or in part, on a per-load piece-rate basis (or any other piece-rate basis), (7) at any time from August 2, 2016 through April 22, 2021 (collectively, "Class Members").

4. The Court preliminarily appoints Plaintiff's counsel, Craig Ackermann and Brian W. Denlinger of Ackermann & Tilajef, P.C. and India Lin Bodien of India Lin Bodien, Attorney at Law, as Class Counsel for the settlement Class, and Plaintiff Kevin J. Crane as Class Representative for the settlement Class.

5. This Court approves, as to form and content, the Notice of Proposed Class Action Settlement ("Notice"), in substantially the form attached to the Settlement Agreement as **Exhibit A**. The Court approves the procedure for Class Members to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement and the Class Notice.

6. The Court confirms CPT Group, Inc. as the Settlement Administrator.

7. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set forth below, meet the requirements of due process and provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

8. The Court adopts the following dates and deadlines:

TIME	EVENT
Within 30 calendar days after the Court grants preliminary approval of the Settlement	Defendant to provide class data to the Settlement Administrator. (S.A., ¶ 40)
Within 15 calendar days after the Settlement Administrator receives the class data from Defendant	Settlement Administrator to mail Notice to Class Members. (S.A., ¶ 43).

45 calendar days after Notice mailing date (the "Response Deadline")	Deadline for Class Members to submit a written Request for Exclusion, to challenge their Piece Rate Earnings, and/or to file an objection to the Settlement. (S.A., ¶¶ 45-48)
Within 15 days after the close of business of the Response Deadline	Settlement Administrator will provide to Class Counsel and Defendant's Counsel a declaration including a statement of due diligence and proof of mailing of the Class Notice and Share Form, and a statement as to the number of opt-outs received. (S.A., ¶ 52)

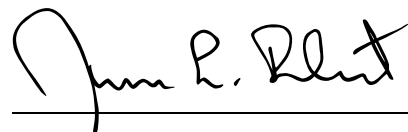
9. Class Counsel shall file a memorandum of points and authorities in support of their motion for approval of attorneys' fees and litigation expenses no later than October 12, 2021.

10. Class Counsel shall file a memorandum of points and authorities in support of the final approval of the Settlement Agreement no later than October 12, 2021.

11. A Final Approval Hearing on the question of whether the proposed Settlement, including the proposed attorneys' fees and cost reimbursement to Class Counsel, the Class Representative Payment to Plaintiff, allocation and distribution of the Net Settlement Amount to Participating Class Members, and the binding effect of the releases set forth in the Settlement Agreement and Notice, should be finally approved as fair, reasonable and adequate as to the members of the Class and is scheduled for November 2, 2021 at 9:00 a.m.

IT IS SO ORDERED.

Dated: July 1st, 2021



HON. JAMES L. ROBART
UNITED STATES DISTRICT COURT